



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

September 29, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

**APPROVAL OF AGREEMENT #09-C0017 WITH
CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
FOR COMPILING, REVIEW, AND SUBMITTAL OF PESTICIDE USE REPORTING TO
THE CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is responsible for enforcing pesticide use within Los Angeles County and reporting such pesticide use to the California Department of Pesticide Regulation (CPDR). The attached Agreement will facilitate this mandated program at no net county cost.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner) to sign the attached Agreement #09-C0017 with the CDPR in the amount of \$38,252.00 for one year, July 1, 2009 through June 30, 2010.
2. Authorize the Commissioner to amend the Agreement in an amount not to exceed 15 percent of the original contract and at no net county cost, subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to the Board offices.

3. Delegate authority to the Commissioner to sign future substantially similar agreements with the CPDR for Pesticide Use Reporting for an amount not to exceed \$100,000 and at no net county cost, subject to review and approval by CEO and County Counsel and with notification to the Board offices.
4. Delegate authority to the Commissioner to amend future substantially similar agreements with the CPDR for Pesticide Use Reporting for a total agreement amount not to exceed \$100,000 and at no net county cost, upon review and approval by CEO and County Counsel and with notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The ACWM has been operating under this arrangement for the past 20 years. Approval of the recommended actions will enable the ACWM to continue to compile, review, and submit pesticide use records to CDPR. ACWM participation in this statewide program assists CDPR in its mission to protect human health and the environment by regulating pesticide sales and use.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

This agreement supports the Countywide Strategic Plan Goals of Operational Effectiveness and Public Safety. The pesticide use reporting program facilitates the systematic, timely, and automated submittal of pesticide use data critical to the work of ACWM and CDPR and serves to ensure the proper, safe, and efficient use of pesticides essential for production of food and fiber, to protect the environment, and to secure the health and safety of workers and the public.

FISCAL IMPACT/FINANCING:

Under this agreement, CDPR will provide funding in the amount of \$38,252 for pesticide use reporting performed by ACWM from July 1, 2009, through June 30, 2010. The revenues will fully offset the costs of the program, resulting in no net County cost.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

State law requires that any person who uses a pesticide for an agricultural use (as defined in California Food and Agricultural Code Section 11408) or any person engaged for hire in the business of pest control report the use of the pesticide(s) to the Commissioner of the County in which the pest control was performed. This Agreement allows ACWM to be reimbursed for reporting pesticide use in the County to CPDR, as required by law.

This Agreement is for the period of July 1, 2009 through June 30, 2010. Pesticide use reporting is an ongoing program to collect and process data on full use reporting of agricultural and structural pesticide applications per the Food Safety Act of 1989. Under full use reporting, certain pesticide uses are required to be reported to the County Agricultural Commissioner who, in turn, reports the data to CDPR. Delegated authority will allow the Commissioner to sign and amend future substantially similar agreements with CPDR for pesticide use reporting in a total amount less than \$100,000 for no net county cost, upon review and approval by CEO and County Counsel and with notification to the Board offices.

IMPACT ON CURRENT SERVICES:

The recommended Board action will support program services for the entire 2009-10 fiscal year.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'K. Floren', with a long horizontal line extending to the right.

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

KEF:RKI:MMA:RGS:GDC:el

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

AGREEMENT NUMBER 09-C0017
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME

LOS ANGELES COUNTY

- 2 The term of this Agreement is: **July 1, 2009 through June 30, 2010**

3. The maximum amount of this Agreement is: **\$ 38,252.00**
Thirty-eight thousand two hundred fifty-two dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Attachment 1, Data Format	7 pages
Attachment 2, Commodity Codes by Name	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions (GTC 307)	
Exhibit - D Special Terms and Conditions	1 pages

*Approved as to form
May 20 8/20/2009
Deputy County Counsel.*

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt Floren, CAC

ADDRESS

**12300 Lower Azusa Road
Arcadia CA 91006-5872**

STATE OF CALIFORNIA

AGENCY NAME

Department of Pesticide Regulation

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Samantha Lewis, Manager, Business Services Office

ADDRESS

1001 I Street, P.O. Box 4015, Sacramento, CA 95812-4015

California Department of General
Services Use Only

☒ Exempt per: Delegation Letter 74.4

Exhibit A

SCOPE OF WORK

The Department of Pesticide Regulation's (DPR) mission is to protect human health and the environment by regulating pesticide sales and use, and by fostering reduced-risk pest management which is mandated under the California Food and Agricultural Code section 11501 sets forth the general purposes of the legal code that fundamentally authorizes the State's pesticide regulatory program:

- To provide for the proper, safe, and efficient use of pesticides essential for production of food and fiber and for protection of the public health and safety.
- To protect the environment from environmentally harmful pesticides by prohibiting, regulating, or ensuring proper stewardship of those pesticides.
- To assure agricultural and pest control workers of safe working conditions where pesticides are present.
- To permit agricultural pest control by competent and responsible licensees and permittees under strict control of the Department of Pesticide Regulation and the County Agricultural Commissioners.
- To assure consumers and users that pesticides are properly labeled and appropriate for the use designated by the label and that state or local governmental dissemination of information on pesticidal uses of any registered pesticide product is consistent with the uses for which the product is registered.
- To encourage the development and implementation of pest management systems, stressing application of biological and cultural pest control techniques with selective pesticides when necessary to achieve acceptable levels of control with the least possible harm to the public health, nontarget organisms, and the environment.

Pesticide use reporting is an ongoing program to collect and process data on full use reporting of agricultural and structural pesticide applications, per the Food Safety Act of 1989 (Chapter 1200, AB 2161). Under full use reporting, certain agricultural pesticide uses are required to be reported to the county agricultural commissioner (CAC), who, in turn, reports the data to DPR. DPR also collects reports from structural pest control businesses for pesticide use in schools. Full use reports include the amount and name of the pesticide applied, date and location (section, township, range) of the application, and, if the application was agricultural, the crop. The primary exceptions to the use reporting requirements are home and garden use, and most industrial and institutional use. The pesticide use reports are compiled by DPR and made available on disc and on DPR's Web site. DPR also provides support to the CACs on their administration of the computer systems and applications for the Restricted Material Permit Program, which is used to manage, track, and collect data for permits, operator identifications, and pesticide use reports.

1. This Contract Agreement is entered into by and between the Department of Pesticide Regulation (DPR) and Los Angeles County (Contractor), 12300 Lower Azusa Road, Arcadia, CA 91006-5872.
2. The Contractor shall provide electronic submittal of pesticide use report records and shall provide data to DPR via electronic mail or the Internet, which shall meet the criteria outlined in paragraph 5 of this Exhibit.

Exhibit A

3. Services shall be provided during the term of July 1, 2009 through June 30, 2010, as identified on the first page of the Agreement.

4. The Contract Manager during the term of this Agreement will be:

A. **Mary Votaw** shall be the Contract Manager for this agreement.

B. All official communications from the Contractor to DPR, shall be directed to the attention of the Contract Manager or designee at the following address and phone/fax numbers:

Department of Pesticide Regulation
Pest Management & Licensing Branch
1001 I Street, MS 3A
P.O. Box 4015
Sacramento, CA 95812-4015

Phone (916) 445-3887

Fax (916) 324-9006

Email address: purdata@cdpr.ca.gov

C. All official communications, other than payments, from DPR to the Contractor shall be directed to the attention of **Kurt Floren** or designee at the following address and phone/fax numbers:

Los Angeles County
12300 Lower Azusa Road
Arcadia, CA 91006-5872

Phone (626) 575-5472

Fax (626) 350-3243

D. All payments from DPR to the Contractor shall be sent to:

Treas Los Angeles County/Ag Com
PO Box 1859
Sacramento, CA 95812-0110

5. Contractor's Responsibility:

A. All pesticide use records submitted to the Contractor shall be reviewed against the grower's current permit and shall be reviewed for accuracy of the information. After said review, the Contractor shall submit to DPR, all production agriculture and monthly summary pesticide use reports processed during the period July 1, 2009 through June 30, 2010 meeting the data requirements as stated herein on a monthly basis. (CalTrans data should not be sent by the Contractor to avoid duplication.)

Exhibit A

- B. Data must be submitted via electronic mail or the Internet. A summary of the number of records contained on each file must be included. Each file shall be clearly identified with the following information -- county name, application month and year, file name, number of records.
- C. For both production agriculture and monthly summary data, the file name shall consist of eight (8) characters: the first position will be a letter; the second and third positions shall be the county number; the fourth and fifth positions shall be the batch number; the sixth and seventh positions shall be the application year; and the eighth position is the file sequence number.
- D. Each file shall include data for one calendar year only.
- E. Data must be readable by MS DOS version 2.11 or greater.
- F. Data must be submitted in a flat or ASCII file.
- G. Data must be in the format provided by DPR, as identified in this Exhibit.
- H. Commodity codes must be from the 'Most Common Commodity Codes' list as provided by DPR and identified in this exhibit. As necessary, changes will be made to this list and copies will be forwarded to the Contractor.
- I. All submissions will be verified by DPR. A summary of the accepted data and a listing of the rejected applications will be sent to the County for review. Rejected submissions shall be corrected and resubmitted on hardcopy to DPR. It is understood by DPR that not all rejected submissions are correctable due to product label language vs the label database, and this will be taken into consideration for tracking purposes. Verifications may include, but are not limited to the following:
 - 1) Any appropriate correction to the invalid record;
 - 2) Request to delete the record;
 - 3) Statement that a Notice of Violation was issued; and,
 - 4) Statement of compliance with the label (this will be verified by DPR).
- J. The amount of the current year Agreement is based on \$.47 per record and is calculated using a rolling three-year (2005 – 2007) average number of pesticide use records received by DPR.

Exhibit A, Attachment 1

External Interface Data Format

Job Report (39-025/33-126X) (Type A), Rev. July 1, 2008

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (A).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
RESERVED	1	X	14	Reserved for expansion--code as '0'.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	
TOWNSHIP	2	N	19 - 20	
TSHIP_DIR	1	X	21	'N', 'S'.
RANGE2	N		22 - 23	
RANGE_DIR	1	X	24	'E', 'W'.
BASE_LN_MER	1	X	25	'H', 'M', 'S'.
AER_GND_IND	1	X	26	'A', 'G', 'O', 'F'
GROWER_ID	11	X	27 - 37	County assigned grower ID code (CCYYCCXXXXX).
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	County assigned code for field.
ACRE_PLANTED	8	N	47 - 54	9(6)V(2).
UNIT_PLANTED	1	X	55	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
APPLIC_DT	6	N	56 - 61	MMDDYY format.
SITE_CODE	6	N	62 - 67	From "Commodity Codes by Name" list.
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'.
DOCUMENT_NO	8	N	113 - 120	Document sequence number within batch.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_TM	4	N	125 - 128	Military time, zero fill if none reported.
FUME_CD	4	N	129 - 132	Fumigation method code, if applicable (Beginning with applications 1/1/09)

Please Note:

1. Document number field should be numeric only.
2. Line item field should be numeric only.
3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not __20.
4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

Exhibit A, Attachment 1

IV-95 Output Data Format

Monthly Production Agriculture Summary (33-017) (Type B), Rev. July 1, 2008

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (B).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Report month.
REPORT_YEAR	2	N	12 - 13	Report year.
RESERVED	1	X	14	Reserved for expansion--code as '0'.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	
TOWNSHIP	2	N	19 - 20	
TSHIP_DIR	1	X	21	'N', 'S'.
RANGE	2	N	22 - 23	
RANGE_DIR	1	X	24	'E', 'W'.
BASE_LN_MER	1	X	25	'H', 'M', 'S'.
AER_GND_IND	1	X	26	'A', 'G', 'O', 'F'
GROWER_ID	11	X	27 - 37	County assigned grower ID code (CCYYCCXXXXX).
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	County assigned code for field.
ACRE_PLANTED	8	N	47 - 54	9(6)V(2).
UNIT_PLANTED	1	X	55	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
APPLIC_DT	6	N	56 - 61	MMDDYY format.
SITE_CODE	6	N	62 - 67	From "Commodity Codes by Name" list.
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'.
DOCUMENT_NO	8	N	113 - 120	Document sequence number within batch.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_TM	4	N	125 - 128	Military time. Zero fill if none reported.
FUME_CD	4	N	129 - 132	Fumigation method code, if applicable (Beginning with applications 1/1/09)

Please Note:

1. Document number field should be numeric only.
2. Line item field should be numeric only.
3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not __20.
4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

Exhibit A, Attachment 1

Output Data Format

Monthly Summary (30-060) (Type C), Rev. July 1, 2008

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (C).
PROCESS_DT	4	N	2 - 5	MMYY output format.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
NURSERY_IND	1	X	14	N/A for this form.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	N/A for this form.
TOWNSHIP	2	N	19 - 20	N/A for this form.
TSHIP_DIR	1	X	21	N/A for this form.
RANGE	2	N	22 - 23	N/A for this form.
RANGE_DIR	1	X	24	N/A for this form.
BASE_LN_MER	1	X	25	N/A for this form.
AER_GND_IND	1	X	26	N/A for this form.
GROWER_ID	11	X	27 - 37	See Type A. (Required if no LICENSE_NO.)
CEDTS_IND	1	X	38	'E', ' '.
SITE_LOC_ID	8	X	39 - 46	N/A for this form.
ACRE_PLANTED	8	N	47 - 54	N/A for this form.
UNIT_PLANTED	1	X	55	N/A for this form.
APPLIC_DT	6	N	56 - 61	MMDDYY input format (use "01" for day). MMDDYY output format.
SITE_CODE	6	N	62 - 67	From "Commodity Codes by Name" list. (if SITE_CODE < 100, do not report ACRE_TREATED and UNIT_TREATED).
QUALIFY_CD	2	N	68 - 69	Zero if not used.
PLANTING_SEQ	1	N	70	Zero if not used.
ACRE_TREATED	8	N	71 - 78	9(6)V(2).
UNIT_TREATED	1	X	79	'A', 'T', 'S', 'C', 'K', 'U', 'P'.
MFG_FIRMNO	7	N	80 - 86	EPA Reg. No., part 1.
LABEL_SEQ_NO	5	N	87 - 91	EPA Reg. No., part 2.
REVISION_NO	2	X	92 - 93	California revision code.
REG_FIRMNO	7	N	94 - 100	Subregistration number.
AMT_PRD_USED	10	N	101 - 110	9(6)V(4).
UNIT_OF_MEAS	2	X	111 - 112	'LB', 'OZ', 'GA', 'QT', 'PT', 'KG', 'GR', 'LI', 'ML'
DOCUMENT_NO	8	N	113 - 120	Batch sequence number or press #.
LINE_ITEM	4	N	121 - 124	Line item within document.
APPLIC_CNT	6	N	125 - 130	Number of applications.
LICENSE_NO	13	X	131 - 143	Applicator License #. (Required if no GOWER_ID)

Please Note:

1. Document number field should be numeric only.
2. Line item field should be numeric only.
3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not __20.
4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

Exhibit A, Attachment 1

Output Data Format

Monthly Summary Count of Applications (39-060) (Type D), Rev. July 1, 2008

Variable	Length	Type	Offset	Comments
RECORD_ID	1	X	1	Transaction type (D).
PROCESS_DT	4	N	2 - 5	MMYY out.
BATCH_NO	4	N	6 - 9	CCSS (CC: County; SS: Batch Seq.).
REPORT_MONTH	2	N	10 - 11	Optional.
REPORT_YEAR	2	N	12 - 13	Optional.
NURSERY_IND	1	X	14	N/A for this form.
COUNTY_CD	2	N	15 - 16	County code 1 to 58.
SECTION	2	N	17 - 18	N/A for this form.
TOWNSHIP	2	N	19 - 20	N/A for this form.
TSHIP_DIR	1	X	21	N/A for this form.
RANGE	2	N	22 - 23	N/A for this form.
RANGE_DIR	1	X	24	N/A for this form.
BASE_LN_MER	1	X	25	N/A for this form.
AER_GND_IND	1	X	26	N/A for this form.
GROWER_ID	11	X	27 - 37	N/A for this form.
CEDTS_IND	1	X	38	N/A for this form.
SITE_LOC_ID	8	X	39 - 46	N/A for this form.
ACRE_PLANTED	8	N	47 - 54	N/A for this form.
UNIT_PLANTED	1	X	55	N/A for this form.
APPLIC_DT	6	N	56 - 61	N/A for this form.
SITE_CODE	6	N	62 - 67	N/A for this form.
QUALIFY_CD	2	N	68 - 69	N/A for this form.
PLANTING_SEQ	1	N	70	N/A for this form.
ACRE_TREATED	8	N	71 - 78	N/A for this form.
UNIT_TREATED	1	X	79	N/A for this form.
MFG_FIRMNO	7	N	80 - 86	N/A for this form.
LABEL_SEQ_NO	5	N	87 - 91	N/A for this form.
REVISION_NO	2	X	92 - 93	N/A for this form.
REG_FIRMNO	7	N	94 - 100	N/A for this form.
AMT_PRD_USED	10	N	101 - 110	N/A for this form.
UNIT_OF_MEAS	2	X	111 - 112	N/A for this form.
DOCUMENT_NO	8	N	113 - 120	N/A for this form.
LINE_ITEM	4	N	121 - 124	N/A for this form.
APPLIC_CNT	6	N	125 - 130	Number of applications.

Please Note:

1. Document number field should be numeric only.
2. Line item field should be numeric only.
3. Line item fields should be right justified and zero filled, i.e. if the line item is 20, it should be entered as 0020, not __20.
4. COMBINATION OF FIELDS: BATCH_NO + DOCUMENT_NO + SUMMARY_CD MUST BE UNIQUE WITHIN A FILE.

Exhibit A, Attachment 1

Use Report Data--Key Data Instructions, Rev. July 1, 2008

Variable	Description and Coding Instructions
RECORD_ID	Document type to identify edit criteria for documents. For electronic data, Job Report (39-125/33/126x) is coded as type 'A' and Monthly Agricultural Summary (33-017) is coded as type 'B'.
PROCESS_DT	Month and Year document processed. This is the month the document is encoded and validated. Format is MMYYY.
BATCH_NO	Identify batched groups of documents for a particular month. Four digit code is divided into county number and a two-digit sequence number. This allows up to 100 batches to be processed each month for a county.
REPORT_MONTH	Month of application. This is optional for record type 'A' but is required for record type 'B'. this field and the next are keyed from the boxes for Month(1) and Year(2) on the 33-017.
REPORT_YEAR	Year of application. This is optional for record type 'A' but is required for record type 'B'.
COUNTY_CD	County code number. The assigned numeric code for the county.

The following fields refer to the location information on the Pesticide Use Report as Township/Range/Section (TRS) data.

SECTION	Section number in which pesticide was applied. This is a two-digit numeric field, range 1 - 36.
TOWNSHIP	Township number: two digits, range 1 - 43.
TSHIP_DIR	Single character direction indicator for township. Valid values are 'N' and 'S'.
RANGE	Range number: two digits, range 1 - 47.
RANGE_DIR	Single character direction indicator for range. Valid values are 'E' and 'W'.
BASE_LN-MER	Single character for reference origin for TRS data. Valid values are 'H', 'M', and 'S'.
AER_GND_IND	Indicator for application. Listed as 'A' (air), 'G' (ground), 'O' (other), or 'F' (field fumigation). AER_GND_IND of 'F' requires a 4-digit field fumigation method code for field fumigation applications beginning January 1, 2009.
GROWER_ID	County defined code for grower. Field cannot be blank for record types 'A' and 'B' (Required for type 'C' if no LICENSE_NO is entered.) Format: CC YY CC XXXXX CC - reporting county YY - application year CC - county of origin XXXXX - five-digit grower/permit number

Exhibit A, Attachment 1

Variable	Description and Coding Instructions
CEDTS_IND	Indicator for records submitted electronically through any program including but not limited to California Electronic Data Transmission System (CEDTS), PRe Data, RMMS web, etc. Valid values are 'E' or ' ' (blank).
SITE_LOC_ID	Code assigned by county for field identifier for grower. Field cannot be blank
ACRE_PLANTED	Total number of units for the location identified by SITE_LOC_ID. Alternate units may be used for applications which do not allow reporting in acres.
UNIT_PLANTED	Single character code to identify the type of units reported in the ACRE_PLANTED field. Valid values include 'A' (acres), 'T' (tons), 'S' (square feet), 'C' (cubic feet), 'K' (thousand cubic feet), 'U' (miscellaneous units).
APPLIC_DT	Date of application. Format is MMDDYY. Reject is month greater than 12, day greater than last day of the subject month, or year is prior to 1990.
SITE_CODE	Numeric code for commodity/site. Must be consistent with Department's list of "Commodity Codes by Name" (Rev. 1/2008). It is checked to ensure it is on the site code table and on the product label.
QUALIFY_CD	Numeric code for special qualification of use for SITE_CODE. Code as zero if not used.
PLANTING_SEQ	Numeric sequence for multiple plantings in single field. Code as zero if not used.
ACRE_TREATED	Total number of units treated at the location identified by SITE_LOC_ID.
UNIT_TREATED	Alternate units may be used for applications which do not allow reporting in acres. Single character code to identify the type of units reported in the ACRE_TREATED field. Valid values include 'A' (acres), 'T' (tons), 'S' (square feet), 'C' (cubic feet), 'K' (thousand cubic feet), 'U' (miscellaneous units).

The following four fields comprise the product registration number. MFC_FIRMNO and LABEL_SEQ_NO make up the EPA Reg. No. REVISION_NO is the alphabetic revision code assigned by the Department. REC_FIRMNO is the subregistration number, if present. The registration number is valid if a current or inactive product is on file.

MFG_FIRMNO	Numeric seven digits.
LABEL_SEQ_NO	Numeric five digits.
REVISION_NO	Alphabetic two characters.
REC_FIRMNO	Numeric seven digits. Code as zero if not used.

Exhibit A, Attachment 1

Variable	Description and Coding Instructions
AMT_PRD_USED	Reported number of units used. Ten digits with implied four decimals.
UNIT_OF_MEAS	Two character code to identify type of units reported used. Valid values include 'GA' (gallons), 'QT' (quarts), 'PT' (pints), 'LB' (pounds), 'OZ' (ounces), 'KG' (kilograms), and 'GR' (grams), 'LI' (liters), 'ML' (milliliters).
DOCUMENT_NO	Numerical sequence for document within batch. This is used to identify separate documents. Must be numeric and cannot be blank or zeros.
LINE_ITEM	Sequence number for application within the document. This allows identification of a particular application for error correction.
APPLIC_TM	Numeric four digits. Time of application (military time)
LICENSE_NO	PCO license number. (Required for type 'C' records only...needed if GROWER_ID is blank.)
FUME_CD	Field fumigation method code. Used beginning with January 1, 2009 applications for field soil fumigations. Also use 'F' as the application method in the AER_GND_IND field.

Exhibit A, Attachment 2

Commodity Codes By Name

AIRPORT	67001-00	BROCCOLI PROCESS	13005-89
ALFALFA	23001-00	BROCCOLI SEED	13005-04
ALFALFA SEED	23001-04	BRUSSEL SPROUT	13006-00
ALFALFA SPROUT	15021-00	BRUSSEL SPROUT SEED	13006-04
ALMOND	3001-00	BUSHBERRY	1023-00
ALOE VERA	27501-00	CABBAGE	13007-00
ANIMAL PREMISE	61001-00	CABBAGE SEED	13007-04
ANISE	8004-00	CACTUS LEAF	13048-00
ANISE SEED	8004-04	CACTUS PEAR	6028-00
APPLE	4001-00	CANOLA (Rape)	28051-00
APRICOT	5001-00	CANTALOUPE	10002-00
ARRUGULA	13056-00	CARDOON	13032-00
ARTICHOKE	13018-00	CARROT	29111-00
ARTICHOKE SEED	13018-04	CARROT FOR/FOD	23025-00
ASIAN PEAR	4501-00	CARROT PROCESS	29111-89
ASPARAGUS	16002-00	CARROT SEED	29111-04
ASPARAGUS SEED	16002-04	CASABA MELON	29122-10
AVOCADO	28000-00	CASHEW	3003-00
BAMBOO SHOOT	13051-00	CASTORBEAN	27001-00
BANANA	6002-00	CASTORBEAN SEED	27001-04
BARLEY	29103-00	CATTLE	52003-00
BARLEY FOR/FOD	22008-00	CAULIFLOWER	13008-00
BARLEY SEED	29103-04	CAULIFLOWER PROC	13008-89
BEAN DRIED	15001-00	CAULIFLOWER SEED	13008-04
BEAN DRIED SEED	15001-04	CELERIAC	14004-00
BEAN FAVA	28059-00	CELERY	29113-00
BEAN GARBANZO	15032-00	CELERY SEED	29113-04
BEAN LIMA	15003-10	CHAYOTE	10030-00
BEAN SPROUT	15013-00	CHERIMOYA	6030-00
BEAN SUC SEED	15003-04	CHERRY	5002-00
BEAN SUCCULENT	15003-00	CHERVIL	13055-00
BEAN UNSPEC SEED	28001-04	CHESTNUT	3004-00
BEAN UNSPECIFIED	28001-00	CHICKEN	55001-00
BEEHIVE	61008-00	CHICORY	28034-00
BEET	29109-00	CHINESE GREENS	13999-00
BEET FOR/FOD	23036-00	CHINESE GREENS SD	13999-04
BEET SEED	29109-04	CHIVE	14005-00
BERMUDAGRASS	22017-00	CHIVE SEED	14005-04
BERMUDAGRASS SEED	22017-04	CHRISTMAS TREE	30005-00
BEVERAGE CROP	7000-00	CILANTRO	13501-00
BIRDSFT TREEFOIL	23011-00	CITRUS	2000-00
BITTER MELON	10017-00	CLOVER	23003-00
BLACKBERRY	1002-00	CLOVER SEED	23003-04
BLDG/AG FARM	61000-00	COCONUT	28004-00
BLDS/NON-AG OUTDR	67003-00	COLE CROP	13004-00
BLUEBERRY	1009-00	COLLARD	13009-00
BOAT/PIER	69000-00	COLLARD SEED	13009-04
BOK CHOY LSE LF	13502-00	COMM FUMIGATION	90-00
BOYSENBERRY	1003-00	COMM PUMIG/PARK	90-20
BROCCOFLOWER	13525-00	CORN FOR/FOD	22005-00
BROCCOLI	13005-00	CORN HUMAN CONSUMP	29119-00

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CORN HUMAN SEED	29119-04	GF-DEC. TREE	151-38
CORN SALAD	13013-00	GF-EVG. SHRUB	151-39
COTTON	29121-00	GF-EVG. TREE	151-40
COTTON FOR/FOD	23005-00	GF-FERN	151-41
COTTON PIMA	29121-10	GF-FLOWER SEED	151-44
COTTON SEED	29121-04	GF-FLOWERING PLANT	151-42
COTTONSEED OL	27003-00	GF-FLOWERING TREE	151-43
COUNTY AG COMM	60-00	GF-FOLIAGE PLANT	151-45
CRANBERRY	1010-00	GF-GROUND COVER	151-46
CRENSHAW MELON	29122-11	GF-HOUSE PLANT	151-47
CUCUMBER	10010-00	GF-ICEPLANT	151-48
CURRENT	1011-00	GF-IVY	151-49
DAIKON	14023-00	GF-JUNIPER	151-50
DAIRY EQUIPMENT	60000-00	GF-PALM	151-51
DANDELION GREEN	13014-00	GF-PINE TREE	151-52
DATE	6004-00	GF-ROSE	151-53
DEWBERRY	1004-00	GF-SUCCULENT	151-54
DILL	8015-00	GF-TURF	151-55
DITCH BANK	65021-00	GF-VINE	151-56
DRIED FRUIT	43026-00	GINGER	8019-00
DUCK	55002-00	GOOSEBERRY	1013-00
EDIBLE FLOWER	29008-00	GOURD	10026-00
EGG	55501-00	GP-AZALEA	153-30
EGGPLANT	11001-00	GP-BULB	153-31
ENDIVE (ESCAROLE)	13015-00	GP-CACTUS	153-32
ENDIVE SEED	13015-04	GP-CARNATION	153-33
FARM/AG BLDG	61000-00	GP-CHRSTMS TREE	153-34
FAVA BEAN	28059-00	GP-CHRYSANTHMUM	153-35
FENNEL	28008-00	GP-CONIFER	153-36
FIBER CROP	21000-00	GP-DEC. SHRUB	153-37
FIG	6005-00	GP-DEC. TREE	153-38
FLAX	28009-00	GP-EVG. SHRUB	153-39
FLAX SEED	28009-04	GP-EVG. TREE	153-40
FLOWER EDIBLE	29008-00	GP-FERN	153-41
FOOD PROC PLANT	71000-00	GP-FLOWER SEED	153-44
FORAGE HAY/SILAGE	22000-00	GP-FLOWERING PLANT	153-42
FOREST, TIMBERLAND	30000-00	GP-FLOWERING TREE	153-43
FRUIT, DRIED	43026-00	GP-FOLIAGE PLANT	153-45
FRUIT(SMALL)& BERRY	1000-00	GP-GROUND COVER	153-46
FUMIGATION, OTHER	91-00	GP-HOUSE PLANT	153-47
FUMIG/OTHER/PARK	91-20	GP-ICEPLANT	153-48
GAI CHOY LOOSE LF	13509-00	GP-IVY	153-49
GAI LON TIGHT HD	13903-00	GP-JUNIPER	153-50
GARBANZO BEAN	15032-00	GP-PALM	153-51
GARLIC	14007-00	GP-PINE TREE	153-52
GF-AZALEA	151-30	GP-ROSE	153-53
GF-BULB	151-31	GP-SUCCULENT	153-54
GF-CACTUS	151-32	GP-TURF	153-55
GF-CARNATION	151-33	GP-VINE	153-56
GF-CHRSTMS TREE	151-34	GRAIN	28078-00
GF-CHRYSANTHMUM	151-35	GRANARY	46502-00
GF-CONIFER	151-36	GRAPE	29141-00
GF-DEC. SHRUB	151-37	GRAPE, RAISIN	29141-89

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GRAPE, WINE	29143-00	KOHLRABI	13012-00
GRAPEFRUIT	2002-00	KOHLRABI SEED	13012-04
GRAPEFRUIT PROC	2002-89	KUMQUAT	2003-00
GRASS SEED	28066-00	LANDSCAPE MAIN	30-00
GREENHOUSE FUMI	61006-00	LANDSCAPE/PARK	30-20
GT-AZALEA	155-30	LEEK	14010-00
GT-BULB	155-31	LEGUME FOR/FOD	23000-00
GT-CACTUS	155-32	LEMON	2004-00
GT-CARNATION	155-33	LETTUCE HEAD	13045-00
GT-CHRSTMS TREE	155-34	LETTUCE HEAD SEED	13045-04
GT-CHRYSANTHMUM	155-35	LETTUCE LEAF	13031-00
GT-CONIFER	155-36	LETTUCE LEAF SEED	13031-04
GT-DEC. SHRUB	155-37	LETTUCE ROMAINE	13031-10
GT-DEC. TREE	155-38	LIME	2005-00
GT-EVG. SHRUB	155-39	LITCHI NUT	6017-00
GT-EVG. TREE	155-40	LIVESTOCK	52000-00
GT-FERN	155-41	LOGANBERRY	1005-00
GT-FLOWER SEED	155-44	LOQUAT	6008-00
GT-FLOWERING PLANT	155-42	LOTUS ROOT	14025-00
GT-FLOWERING TREE	155-43	LUMBER, TREATED	64500-00
GT-FOLIAGE PLANT	155-45	MANGO	6007-00
GT-GROUND COVER	155-46	MELON	29122-00
GT-HOUSE PLANT	155-47	MELON SEED	29122-04
GT-ICEPLANT	155-48	MINT	28012-00
GT-IVY	155-49	MIZUNA	13504-00
GT-JUNIPER	155-50	MUSHROOM	16003-00
GT-PALM	155-51	MUSHROOM HOUSE	61007-00
GT-PINE TREE	155-52	MUSKMELON	29122-14
GT-ROSE	155-53	MUSTARD	29123-00
GT-SUCCULENT	155-54	N-GRNHS FLOWER	151-00
GT-TURF	155-55	N-GRNHS PLANT	153-00
GT-VINE	155-56	N-GRNHS TRANSPL	155-00
GUAVA	6006-00	N-OUTDOOR FLOWER	152-00
GUAYULE	26015-00	N-OUTDOOR PLANT	154-00
HEMP	21003-00	N-OUTDOOR TRANSPL	156-00
HERB/SPICE	8000-00	NAPPA CAB(TGHT HD)	13010-00
HONEY	25501-00	NECTARINE	5003-00
HONEYBALL MELON	29122-12	NUTS	3000-00
HONEYDEW MELON	29122-13	OAT	29125-00
HOPS	8020-00	OAT FOR/FOD	22006-00
HORSE	56005-00	OAT SEED	29125-04
HORSERADISH	28011-00	OF-AZALEA	152-30
HORSERADISH SEED	28011-04	OF-BULB	152-31
HOSPITAL	74000-00	OF-CACTUS	152-32
HOUSEHOLD	63000-00	OF-CARNATION	152-33
INDUSTRIAL SITE	77000-00	OF-CHRSTMS TREE	152-34
JICAMA	14024-00	OF-CHRYSANTHMUM	152-35
JICAMA SEED	14024-04	OF-CONIFER	152-36
JOJOBA BEAN	27018-00	OF-DED. SHRUB	152-37
JUJUBE	6504-00	OF-DEC. TREE	152-38
KALE	13011-00	OF-EVG. SHRUB	152-39
KALE SEED	13011-04	OF-EVG. TREE	152-40
KIWI	6018-00	OF-FERN	152-41

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OF-FLOWER SEED	152-44	OT-BULB	156-31
OF-FLOWERING PLANT	152-42	OT-CACTUS	156-32
OF-FLOWERING TREE	152-43	OT-CARNATION	156-33
OF-FOLIAGE PLANT	152-45	OT-CHRSTMS TREE	156-34
OF-GROUND COVER	152-46	OT-CHRYSANTHMUM	156-35
OF-HOUSE PLANT	152-47	OT-CONIFER	156-36
OF-ICEPLALNT	152-48	OT-DEC. SHRUB	156-37
OF-IVY	152-49	OT-DEC. TREE	156-38
OF-JUNIPER	152-50	OT-EVG. SHRUB	156-39
OF-PALM	152-51	OT-EVG. TREE	156-40
OF-PINE TREE	152-52	OT-FERN	156-41
OF-ROSE	152-53	OT-FLOWER SEED	156-44
OF-SUCCULENT	152-54	OT-FLOWERING PLANT	156-42
OF-TURF	152-55	OT-FLOWERING TREE	156-43
OF-VINE	152-56	OT-FOLIAGE PLANT	156-45
OILSEED	27000-00	OT-GROUND COVER	156-46
OKRA	15015-00	OT-HOUSE PLANT	156-47
OLIVE	28014-00	OT-ICEPLANT	156-48
ONION DRY	14011-00	OT-IVY	156-49
ONION DRY SEED	14011-04	OT-JUNIPER	156-50
ONION GREEN	16004-00	OT-PALM	156-51
ONION GREEN SEED	16004-04	OT-PINE TREE	156-52
OP-AZALEA	154-30	OT-ROSE	156-53
OP-BULB	154-31	OT-SUCCULENT	156-54
OP-CACTUS	154-32	OT-TURF	156-55
OP-CARNATION	154-33	OT-VINE	156-56
OP-CHRSTMS TREE	154-34	PAPAYA	6010-00
OP-CHRYSANTHMUM	154-35	PARSLEY	13022-00
OP-CONIFER	154-36	PARSLEY SEED	13022-04
OP-DEC. SHRUB	154-37	PARSNIP	14012-00
OP-DEC. TREE	154-38	PARSNIP SEED	14012-04
OP-EVG. SHRUB	154-39	PASTURELAND	28035-00
OP-EVG. TREE	154-40	PEACH	5004-00
OP-FERN	154-41	PEACH PROCESSING	5004-89
OP-FLOWER SEED	154-44	PEANUT	29126-00
OP-FLOWERING PLANT	154-42	PEAR	4003-00
OP-FLOWERING TREE	154-43	PEAR PROCESSING	4003-89
OP-FOLIAGE PLANT	154-45	PEAR ASIAN	4501-00
OP-GROUND COVER	154-46	PEAS	29127-00
OP-HOUSE PLANT	154-47	PEAS FOR/FOD	23008-00
OP-ICEPLANT	154-48	PEAS PROCESSING	29127-89
OP-IVY	154-49	PEAS SEED	29127-04
OP-JUNIPER	154-50	PECAN	3008-00
OP-PALM	154-51	PEPPER FRUITING	11003-00
OP-PINE TREE	154-52	PEPPER FRUITING SD	11003-04
OP-ROSE	154-53	PEPPER SPICE	8050-00
OP-SUCCULENT	154-54	PEPPER SPICE SEED	8050-04
OP-TURF	154-55	PERSIAN MELON	29122-15
OP-VINE	154-56	PERSIMMON	6012-00
ORANGE	2006-00	PIG	52018-00
ORANGE PROCESS	2006-89	PIMENTO	11004-00
ORCHARD FLOOR	28509-94	PIMENTO SEED	11004-04
OT-AZALEA	156-30	PINEAPPLE	6013-00

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PISTACHIO	3011-00	SORGHUM SEED	29131-04
PLUM	5005-00	SOYBEAN	28023-00
PLUOT	5505-00	SOYBEAN GRAIN	15010-00
POME FRUIT	4000-00	SOYBEAN OIL	27010-00
POMEGRANATE	6015-00	SOYBEAN SEED	28023-04
POMELO	2012-00	SOYBEAN SPROUT	15029-00
POTATO	14013-00	SPINACH	13024-00
POTATO SEED	14013-04	SPINACH SEED	13024-04
POULTRY	55000-00	SQUASH	10012-00
PREPLANT/SOIL FUM	40008-00	SQUASH, SUMMER	10013-00
PRUNE	5006-00	SQUASH, WINTER	10014-00
PUBLIC HEALTH	50-00	SQUASH, ZUCCHINI	10015-00
PUBLIC HLT/PARK	50-20	STONE FRUIT	5000-00
PUMPKIN	10011-00	STORAGE AREA/BOX	46000-00
QUINCE	4004-00	STRAWBERRY	1016-00
RADICCHIO	13524-00	STRAWBERRY PROC	1016-89
RADISH	14014-00	STRUCT PEST CNTL	10-00
RADISH SEED	14014-04	STRUCT PEST/PARK	10-20
RAMIE	21005-00	SUDANGRASS	22011-00
RANGELAND	28045-00	SUDANGRASS SEED	22011-04
RAPE (Canola)	28051-00	SUGARBEET	29135-00
RAPPINI	13052-00	SUGARBEET FOR/FOD	23009-00
RASPBERRY	1006-00	SUGARCANE	25003-00
RECREATION AREA	67002-00	SUNFLOWER	29133-00
REG PEST CONTROL	100-00	SUNFLOWER SEED	29133-04
REG PEST CTL/PARK	100-20	SWEET BASIL	8006-00
RESERCH COMMODITY	99-00	SWEET POTATO	14018-00
RESEARCH/PARK	99-20	SWIMMING POOL	65011-00
RESIDENTIAL	68002-00	SWISS CHARD	13025-00
RESTAURANT	72000-00	TANGELO	2007-00
RHUBARB	13023-00	TANGERINE	2008-00
RICE	28072-00	TARO ROOT	28047-00
RICE, WILD	24013-00	TARRAGON	8041-00
RIGHTS OF WAY	40-00	TIMOTHY	22029-00
RIGHTS/PARK	40-20	TOBACCO	26003-00
RUTABAGA	14015-00	TOMATILLO	11008-00
RYE	28064-00	TOMATO	11005-00
RYE SEED	28064-04	TOMATO PROCESSING	29136-00
RYEGRASS	22035-00	TOMATO SEED	11005-04
SAFFLOWER	29129-00	TRITICALE	24011-00
SAFFLOWER SEED	29129-04	TROP/SUB FRUIT	6000-00
SAGE	8035-00	TURF/SOD	33008-00
SALSIFY	28504-00	TURKEY	55008-00
SANTA CLARA MELON	29122-16	TURNIP	29137-00
SAVOY CABBAGE	13505-00	TURNIP FOR/FOD	23501-00
SESAME SEED	28018-00	TURNIP SEED	29137-04
SHALLOT	14017-00	UNCUL NON-AG	67000-00
SHARLYN MELON	29122-17	UNCULTIVATED AG	66000-00
SHEEP/LAMB	52013-00	UNDECLARED COMM	99999-00
SHINGI KU	13046-00	VEGETABLE	28024-00
SOIL FUMI/PREPLANT	40008-00	VEGETABLE FRUITING	11000-00
SORGHUM FOR/FOD	22004-00	VEGETABLE LEAF	13000-00
SORGHUM MILO	29131-00	VEGETABLE ROOT	28061-00

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VEGETABLE SEED	28024-04	WATERCRESS	13027-00
VEGETABLE STEM	13043-00	WATERMELON	10008-00
VERTEBRATE CNTL	80-00	WHEAT	29139-00
VETCH	23010-00	WHEAT FOR/FOD	22007-00
WALNUT	3009-00	WHEAT SEED	29139-04
WATER (INDUSTRIAL)	65503-00	WILD RICE	24013-00
WATER AREA	65000-00	YAM	14021-00
WATER FILTER	65015-00		

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices by the DPR Contract Manager, DPR agrees to compensate the Contractor for actual expenditures incurred in accordance with the rate specified in paragraph 4 of this Exhibit.
- C. The Contractor shall submit, in arrears, not more frequently than monthly or less than quarterly, an invoice to DPR for costs incurred pursuant to this Agreement. Payments will be made in arrears upon receipt and approval of invoice as stated below. If it is noted that a county is deficient in sending the PUR data, payment will be withheld until receipt of said data.
- D. Each invoice shall contain the following information:
 - 1) The Agreement number;
 - 2) The dates or time period during which the invoiced costs were incurred;
 - 3) Expenditures for the current invoice and cumulative expenditures to date; and,
 - 4) The signature of an authorized representative of the Contractor.
- E. Invoices shall be submitted in triplicate on the Contractor's printed letterhead and identified by a control number to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015, MS 4A
Sacramento, CA 95812-4015

- F. DPR agrees to make payment as promptly as fiscal procedures permit, upon receipt of the invoice(s), subject to approval by the DPR Contract Manager, and contingent upon satisfactory completion of the terms of this agreement.
- G. "Satisfactory completion" as used in this Agreement means that the Contractor has complied with all terms, conditions and performance requirements of this Agreement.

Exhibit B

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this agreement.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the current year and/or any subsequent years covered under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress or the California State Legislature which may affect the provisions, terms or funding of this Agreement in any manner.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Budget and Rates

- A. The total amount of the Agreement shall not exceed \$38,252.00. The total amount of this Agreement is based on a rolling three-year average number of pesticide use records submitted to the Contractor (2005 – 2007) times \$.47 per record: \$38,252.00, as described in paragraph 5.J of Exhibit A of this Agreement.
- B. The Contractor shall not receive additional compensation for reimbursement or for costs not identified in this Agreement and shall not decrease the work to compensate therefore.

Exhibit D

SPECIAL TERMS AND CONDITIONS

1. Approval

This Agreement shall be in full force or effect pursuant to the commencement date identified on the signature page of this Agreement.

2. Termination

- A. The Department reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the Contractor, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination and upon receipt of the final invoice.
- B. In the event that the total Agreement amount is expended prior to the expiration date, DPR may, at its sole discretion, terminate this Agreement with thirty (30) days written notice to contractor.

3. Subcontracting

- A. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

4. Amendment

- A. No variation of the terms or conditions of this Agreement shall be valid without a written amendment to this Agreement. No oral understanding or agreement is binding on any of the parties.
- B. The Contractor shall submit a formal request for each amendment, including a revised Scope of Work, Budget, and Line item, if applicable, to the Contract Manager. Unless waived for good cause by the Contract Manager, all requests for amendments shall be received by the Contract Manager a minimum of seventy-five (75) calendar days prior to the expiration date of this Agreement.

5. Resolution of Disputes

- A. DPR reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that DPR gives the performing agency a notice that his Agreement will be terminated. If DPR exercises this right, the stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.
- C. The Contractor shall continue with the responsibilities under this agreement during any dispute until the expiration of this Agreement or notified to stop work.